



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Anita Y. Baker, with reference to the following facts:

1. At all times mentioned herein, Anita Y. Baker operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 925 400 Street, Iola, Kansas 66749.
2. APHIS has documented evidence of Anita Y. Baker's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Anita Y. Baker's failure to provide adequate veterinary care, housing facilities, and husbandry for her dogs, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40(b), 3.1-3.12).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Anita Y. Baker have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Anita Y. Baker admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Anita Y. Baker consents and agrees to the following:
 - a. Anita Y. Baker agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Anita Y. Baker signs this Settlement Agreement.



- b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Anita Y. Baker holds at the time Anita Y. Baker signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
- c. Animal Care will, upon written request, grant an exemption for Anita Y. Baker to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Anita Y. Baker lives allow her to keep the animals.
- d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Anita Y. Baker's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Anita Y. Baker's facility within twelve (12) weeks from the date Anita Y. Baker signs this Settlement Agreement to verify compliance with paragraph (a) above. Anita Y. Baker shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Anita Y. Baker shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Anita Y. Baker signs this Settlement Agreement.
- e. As of the date Anita Y. Baker signs this Settlement Agreement, AWA license 48-A-1076 is hereby revoked.
- f. Anita Y. Baker and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. §




2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 925 400 Street, Iola, Kansas 66749.

7. Anita Y. Baker consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Anita Y. Baker based upon the non-compliant items documented at 925 400 Street, Iola, Kansas 66749, in connection with animal welfare investigation KS130001-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Anita Y. Baker's agreements and actions described in paragraph 6 above, and the promises and admissions of Anita Y. Baker set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Anita Y. Baker in connection with the alleged AWA violations documented in animal welfare investigation KS130001-AC.

APHIS and Anita Y. Baker warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Anita Y. Baker

Signature: 

Date: 1-18-13

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: 

Robert J.

Director

Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture

Date: 1/29/2013